



# A warm welcome to Post Office Home Insurance



Your policy booklet

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## Finding your way around your policy booklet

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## A warm welcome

Dear Customer,

**A warm welcome from Post Office and thank you for choosing to buy your home insurance from us.**

Post Office is a business driven by a social purpose; we want to make sure we are as relevant tomorrow as we are today. We have more branches than all of the UK's banks and building societies put together, making us an important part of British society. With the customer at the heart of all that we do, our focus is on providing simple, honest insurance that you control.

Your policy summary makes up your agreement with us and is based on the information you provided when you applied for the policy, so it's important that it's correct. It will also include any excesses that may apply, and lets you know the sections that are applicable to your property.

If you do find anything wrong or there are changes to your personal circumstances at any time, do let us know as soon as possible because this may affect your cover. Just call us on **0333 44 39 850**.

This policy booklet includes all you need to know about what is and what isn't covered by your home insurance policy, what you need to do to manage and make changes to your policy, and how to make a claim should you need to. Hopefully you'll never have to, but if you do we promise to deal with your claim as quickly as possible. That leaves you one thing fewer to worry about.

Thanks again for choosing Post Office for your home insurance.

Post Office Insurance Team

In partnership with:







Post Office Home Insurance is underwritten by Ageas Insurance Limited (Ageas) – one of the UK's largest insurers, protecting millions of people and businesses across the country. It's good to know you're in safe hands.

**Registered office:** Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

[www.ageas.co.uk](http://www.ageas.co.uk)

Registered in England and Wales No. 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.



Family Legal Protection and Home Emergency cover provided by Post Office Home Insurance is underwritten by DAS Legal Expenses Insurance Company Limited (DAS) – the UK's leading specialist legal expenses insurer.

**DAS head and registered office:** DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Registered in England and Wales No. 103274.

[www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

# Your home insurance policy made simple

We've designed our home insurance policy to cover you against the unexpected.

However, like all insurance policies, there are limits to what is covered.

Your policy summary confirms whether you have a Bronze, Silver or Gold policy and this policy booklet details what we will and won't pay claims for.

The Bronze policy has some limitations and the Gold policy has some extra cover, which are highlighted in the relevant sections.

## Some of the main reasons customers make a claim on their home insurance:



### Buildings insurance

Your property is damaged by a storm, a fire, a flood or leaking water.

The fixtures and fittings in your property, such as bathrooms, kitchens and windows, have been damaged.

- ➔ [Find out what Post Office Home Insurance for buildings covers](#)
- ➔ [Find out what Post Office additional accidental damage for buildings covers](#)



### Contents insurance

Your home has been burgled.

Your carpets, electrical goods or freezer contents have been accidentally damaged.

- ➔ [Find out what Post Office Home Insurance for contents covers](#)
- ➔ [Find out what Post Office additional accidental damage for contents covers](#)

## Some of the main reasons we don't pay claims are:

- ⊗ The damage was due to general wear and tear, or poor design or workmanship.
- ⊗ The claim was for accidental damage to a carpet but the customer hadn't bought the additional accidental damage cover.
- ⊗ The claim was for personal belongings that were lost, stolen or damaged away from home, but the customer hadn't bought the additional personal belongings cover.
- ⊗ The maximum claim limits shown in the policy summary were not enough to replace their property and belongings as new.

### Wear and tear

Almost everything in your home will suffer from general wear and tear over time. You can extend the lifetime of your property and the possessions inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles, and making sure any exposed pipework is insulated to protect against freezing.

If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if, for example, your roof leaks because you haven't looked after it, that's when we may not be able to pay a claim.

# Making sense of your policy

We're confident we've made this home insurance policy booklet as easy to understand as possible, but there may be a few words that have a specific meaning in the context of your policy. We hope this helps.

## Buildings

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When we use the word 'buildings', we mean the structure of your home, including any fixtures and fittings, as well as any garages and outbuildings such as sheds or greenhouses. We also mean garden walls, gates and fences, paths, drives and patios, permanent swimming pools (made of brick, stone or concrete), hard tennis courts, solar panels and fixed hot tubs.

'Buildings' doesn't include any structure that's not designed to be permanent, such as tents and gazebos. It doesn't include land or things in your garden such as flowerbeds, hedges, lawns, plants, shrubs or trees. Finally, it doesn't include anything used for trade or business purposes.

## Contents

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When we use the word 'contents' we mean any items that you or your family own or are responsible for. This doesn't include motor vehicles, aircraft, gliders, hang-gliders, microlights and specifically drones that are not designed to be used as a toy, caravans, motor or sail boats, or any parts or accessories, except motorbike clothing and helmets. It also doesn't include animals, birds, fish or any interior decorations (e.g. bespoke wall tiles, wallpaper and light fittings) in your home.

Finally, it doesn't include any business equipment apart from home office equipment. By home office equipment we mean office equipment and furniture related to any administrative and clerical activities undertaken at your home.

## Family

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When we use the word 'family', we mean anyone who permanently lives with you but isn't a lodger or other paying guest. We also include students temporarily living away from the home.

## Home

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When we use the word 'home', we mean the property, including any garages and outbuildings, at the address which you've insured.

## Money

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When we use the word 'money', we don't just mean cash. We also mean cheques, charge, credit, debit, gift and cash cards, vouchers, traveller's cheques, travel tickets, postal orders, unused postage stamps, as well as any kind of payment stamp for a utility provider, such as a gas or electricity supplier. We won't cover any of these items if they're used for business purposes.



## Policy summary

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This is a document that you will have been given when you set up your policy. It contains all the specific details of your policy, such as the maximum claim limits and the dates when the policy starts and ends.

It will also include the address of the property that is insured along with details of the excesses and whether any of the optional elements of cover are included or not. We'll issue you a new policy summary each time you renew, or if we change your policy.

## Unoccupied

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By 'unoccupied', we mean that your home hasn't been or won't be lived in for more than 60 days in a row, or doesn't contain enough furniture to be lived in. Regular visits to the home or occasional overnight stays would not count as a break in this period.

If you're planning on being away for more than 60 days in a row, please let us know. Just to be clear, when we use the word 'unoccupied' under what's not covered, we will apply this from the first day of when you plan to be away from your home. If you are unable to be at your home due to unforeseen or unexpected circumstances, we will apply this from day 61. Certain parts of your cover won't be valid, even if the damage or loss you're claiming for takes place in the first 60 days while you're away.

## The words 'we', 'our' and 'us'

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All of these words refer directly to Post Office Management Services Limited, unless otherwise stated.

## The words 'you' and 'your'

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Both of these words refer directly to you, the policyholder.



# Guide to making a claim on your buildings or contents insurance

## 1. Before you call us

If your building has been damaged or your personal property lost or stolen:

- Call the police and make sure you get a crime reference number.
- Try to get lost items back by calling lost property.
- Do not throw damaged items away until we say it is OK to do so.
- Do not repair or replace items without us agreeing to it first – unless it's an emergency.
- Do not negotiate or settle any claims made against you – unless we've written to say you can.

## 2. Call our 24-hour Claims Helpline on 0345 165 0915

Our helpline is open 365 days a year, 24 hours a day, so someone will always be here to get your claim started whenever you call us.

## 3. How we'll handle your claim

If your claim is an emergency, and something needs urgently repairing, we'll arrange for one of our approved partners to contact you within two hours. For non-emergencies, we'll still make sure a repairer calls within 24 hours.

For any claim that is made, you will need to be able to prove or substantiate that an actual insured incident covered by this policy has occurred. This could be a police report, or photographic or actual evidence of the loss or damage you have suffered.

You'll need to provide details of everything that's been lost, stolen or damaged, and we may ask for receipts or proof of purchase in some cases.

If we approve your claim, we'll ask you to pay the excess. We'll then repair or replace your damaged, lost or stolen items, or rebuild your property, depending on the type of claim. Alternatively, we may make you a cash offer. We'll decide which way of paying your claim is most appropriate.

If we suggest a repair, rebuild or replacement, we may offer to use one of our own partners. However, if you wish to use someone else, you're free to do so, but if this is more expensive than the rate we can get from one of our partners, we won't pay for the extra cost.

All repairs carried out by one of our partners are guaranteed for at least 12 months.

If we decide not to repair, rebuild or replace the buildings or contents that you're claiming for, we'll offer to make you a cash payment. We work out the offer by calculating the loss in value of your buildings or contents, as well as the estimated cost of repairing or replacing them. We'll then offer you the lower of these two amounts.

You'll need to let us negotiate, defend or settle any disputes or claims on your behalf. You'll also need to let us take legal action in your name to get back any payment we've made under this policy.

## What is the excess and how does it work?

The excess is the amount that you'll have to pay towards any claim you make. Your excess amount will be deducted after any claim limit, as shown on your policy summary, has been applied. For example, if you make a claim for £1,000 and have an excess of £100 on your policy, we'd only pay you £900.

There are different excesses for different parts of your home insurance policy. You'll find the details of these in the policy summary, which was sent to you when you bought your policy. In some cases, we don't apply an excess. We'll tell you where that's the case in the relevant part of the policy.

If you need to claim on more than one part of your buildings or contents policy for the same event, we'll only make you pay one excess. This will be the highest excess that applies to the parts of your policy that you're claiming under.

## Matching sets and suites

We treat each separate item of a matching pair, set or suite of furniture, soft furnishings, bathroom suite or other fixtures and fittings as a single item. If an item that's part of a matching set or suite is damaged, we'll aim to repair it or provide an identical replacement. However, if it's not possible to provide a suitable repair or replacement, we'll only pay for the damaged item. Just to be clear, we'll not make any contribution for undamaged items that are part of a set or suite.

If an item in a matching set or suite is lost or damaged, the undamaged matching items may lose some value even if they haven't been lost or damaged themselves. This loss of value is not covered by your policy.

## Matching carpets

If you've got a matching carpet or other floor covering in more than one room or area of your home, and this is separated by a break, then we'll treat each room or area as separate. By break we mean something that was originally designed to separate a room, for instance carpet-dividing floor strips, doorways, archways and where the remains of previous partitions are still intruding into the room. We'll only pay for the damage to the carpet or floor covering in the room or area where the damage happened, and we won't pay for matching carpets in other rooms.

## Matching sets of jewellery and other items

We treat pairs or sets of anything apart from bathroom, kitchen and furniture suites as one item. So, for example, if your bag of golf clubs was stolen, we'd treat these as one item, and would only pay up to the maximum claim limit for a single item to replace the entire set. Similarly, if you lost a pair of earrings, we'd treat the pair as one single item.

## Gold cover

Please check your policy summary to confirm your level of policy cover.  
If you have a Gold policy, we will cover you for the following:

### Matching sets, pairs and suites

If part of a matching pair, set or suite of furniture, soft furnishings, fitted furniture, bathroom suite or fitted kitchen is lost or damaged by something covered by this policy, we'll aim to repair it or provide an identical replacement. However, if it's not possible to repair or replace the damaged item with an exact match, we will cover the cost to replace the whole pair, set or suite as new. We will only pay you up to the amount it would have cost us to replace your items. This cover does not apply to matching carpets. If we ask, you must give us any undamaged items that we have paid to have replaced.

## Claim limits on your policy

The maximum your home insurance policy will pay depends on the type of claim you're making.

When you buy your policy, you'll agree the overall amount of cover. However, some types of claims fall outside this limit. For example, claims for temporary accommodation won't count towards the overall claim limit that was agreed when you bought the policy.

However, each of these additional parts of cover have their own separate limit, and you can find out what these are by checking your policy summary.

It's really important that you've got the right amount of cover in place for your needs. If you've not taken out enough cover to replace your property and possessions as new, this may have an effect on how much we pay for a claim.

To work out the value of your contents, make a list of all your belongings and calculate what it would cost to replace them as new.

If you make a claim and we discover that you didn't have enough cover, there are a number of different ways that we can handle your case.

If our team decides that we wouldn't have offered you insurance if you'd given us more accurate information when you bought your policy, we won't be able to pay any of your claim.

In most cases, however, we'll pay some of your claim. To work out how much we'll pay, we'll calculate what we'd have charged to offer you the level of cover that you would have needed to insure your buildings or contents as new in full. We then work out what percentage of this new premium you actually paid, and this will be the percentage of your claim that we pay.

So, for example, if you bought £50,000 of cover for your contents, and we calculate that they're actually worth £100,000, we'll calculate how much you would have had to pay us to cover you for the full amount.

If you were paying £300 a year for your cover, and we calculate that you would need to have paid £500 a year for the level of cover you needed, we'd calculate that £300 is 60% of £500. As a result, we'd only pay 60% of any claim you make on your contents policy. This would apply even if you were making a claim which was below your policy's maximum claim limit.

So if you made a claim for £50,000, we'd only pay £30,000 in this example.

For this reason, it's really important you tell us about any changes to your property, or any increase in value of your belongings.



## Keeping up with inflation

Every year, if you renew your policy with us, we will review the value of your cover. However, it's still your responsibility to make sure the cover limits are enough to replace your property and possessions as new. For the contents policy, any changes we make to our cover limits will be based on the Consumer Durables Index provided by the Office for National Statistics. For the buildings policy, we'll base any change on the House Rebuilding Cost Index. We'll only reduce your cover if you ask us to.

## Your valuables

The maximum we'll pay for claims relating to your valuable items is different to the maximum we'll pay for other claims. By valuables, we mean jewellery, works of art, collectors' items, ornaments, precious stones and anything made from precious metals such as gold. We also mean clocks, watches, musical instruments, photographic equipment, binoculars, telescopes, furs and guns.

If you have any valuable items worth more than £2,500, you need to tell us about them so they can be listed on the policy. We won't pay more than £2,500 for any valuable item that you've not told us about.

We strongly recommend that you regularly review the value of any valuable item that's worth close to or more than £2,500. If the value of any valuable item that you've told us about has changed, you must let us know.

## Always tell the truth

It's really important that you're honest with us when you're buying a policy or making a claim. This applies to your buildings and/or contents, and optional or enhanced covers (including those provided by DAS). Providing wrong or misleading information that you know could either help you gain financially, or us suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If you've given us inaccurate information we may void the policy, which means we'd treat you as though the policy had never been issued, and we wouldn't give you a refund.

We might also refuse to pay a claim, or make you repay any money we've already paid out in claims where fraud has occurred. This is explained again in the section 'What your policy does and doesn't cover' on [page 15](#).

We'll also tell other insurers and anti-fraud databases, which could affect your ability to get access to insurance and other financial services in the future. We may also let the police know, who may choose to bring charges against you that could ultimately result in a prosecution. So please do make sure that you're always honest with us. This way we can pay any claims you make and keep the cost of our insurance down for all our customers.



The Insurance Fraud Bureau's CheatLine is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received via either the freephone number, which is powered by Crimestoppers, or through the online form.

Information submitted to CheatLine complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as helping insurers to avoid having to pay out fraudulent claims.

**0800 422 0421**

[insurancefraudbureau.org/cheatline](https://insurancefraudbureau.org/cheatline)

# What your policy does and doesn't cover

## Why we sometimes don't pay claims

There are some circumstances in which your policy won't pay out. In the tables that start on [page 17](#), you'll see a detailed list of what is and isn't covered depending on the reason you make a claim.

But there are a few things that could stop us paying your claim regardless of the circumstances. We've laid these out below.

## Things we don't pay claims for include:

- ⊗ Wear and tear or anything that happens gradually. This includes damage to electrical appliances and other items caused by them breaking down.
- ⊗ Repairs that wouldn't have been made if you'd dealt with existing problems to your property. It's your responsibility to look after your buildings and contents, and your policy is designed to only cover you for things that couldn't have reasonably been prevented. You must also deal with a problem as soon as you become aware of it.
- ⊗ Damage caused by frost, rot, mildew, fungus or poisoning.
- ⊗ Accidental damage caused by insects, parasites, wild animals and birds. (This doesn't apply to Section I: DAS Home Emergency cover.)
- ⊗ Damage caused by repairing, cleaning, demolishing or making alterations to your buildings or contents. This exclusion doesn't apply to the 'homeowners' legal responsibilities' part of Section A: Buildings Insurance, or to the 'your public and personal legal responsibilities' part of Section C: Contents Insurance.
- ⊗ Any claims caused by a person or people acting alone or on behalf of, or in connection with, any association or organisation using biological, chemical or nuclear force or contamination.
- ⊗ Damage caused by contamination from nuclear fuel or nuclear waste.
- ⊗ Any loss, damage or injury, or for any money you're legally obliged to pay if the claim was caused by something being taken from you by customs or other officials.

- ⊗ Any loss which is a side effect of, or happens as a result of, the event for which you're making a valid claim. For example, we won't pay for any reduction in the market value of your property, loss of earnings, travel costs or compensation for stress or inconvenience. We also won't cover the fees of any company you engage to help you in relation to your claim.
- ⊗ Legal costs, damage and losses, as well as any money you're legally obliged to pay to other people, if you are insured under any other general insurance policy (including more-specific policies such as your pet or travel insurance) until the limit of indemnity under that policy has been exhausted.
- ⊗ Damage caused by any criminal or deliberate act by you or your family.
- ⊗ Any claim made without the permission of the policyholder named on the policy summary.
- ⊗ Any claim that is found to be fraudulent. We may also choose to either void or cancel your policy if a fraudulent claim or policy application is made. We'll also look to recover from you any investigation fees, legal costs or payments that might have already been made to you if we later find that any element of your claim was fraudulent.
- ⊗ We don't pay for, or make a contribution towards, any claim for undamaged items that are part of a set or a suite. (Please see [page 11](#) for more information.)



# Section A: Buildings Insurance

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.



## What is insured and what we do pay claims for

### 1. Fires and earthquakes

We'll pay claims where your buildings are damaged by fire, smoke, explosion, lightning or an earthquake.

### 2. Riots

We'll pay claims where your buildings are damaged by a riot.  
You need to report the damage to the police within seven days.

### 3. Vandalism

We'll pay claims for vandalism to your buildings.



## What is not insured and what we don't pay claims for

### 1. Fires and earthquakes

We don't pay claims caused by scorching, singeing or melting.

### 2. Riots

### 3. Vandalism

#### We don't pay claims for:

- Vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.
- Vandalism if your home is unoccupied.



## What is insured and what we do pay claims for

### 4. Damage to your property caused by moving objects

We'll pay claims where your buildings are hit by moving or falling objects.

For example, we'd cover you if your buildings were hit by an aircraft, car or falling tree.

### 5. Storm

We'll pay claims for damage to your buildings caused by a storm.

By a **storm**, we mean strong winds of over 55mph, or damage by extreme rain, snow or hail. Rainfall is extreme if more than 2.5cm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period. Hail is extreme if it exceeds 2cm in diameter.



## What is not insured and what we don't pay claims for

### 4. Damage to your property caused by moving objects

#### We don't pay claims for:

- Cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.

#### We also don't pay claims for damage:

- Caused by all or part of a tree being cut down.
- To hedges, gates and fences.
- Caused by household pets.
- To aerials, satellite dishes and masts, or their fittings.

### 5. Storm

#### We don't pay claims for:

- Damage to gates and fences.
- Damage to swimming pool and hot tub covers.
- Rain or water damage to the inside of your buildings if the water gets into your house as a result of poor workmanship, bad design or wear and tear.

#### We also don't pay for claims caused by:

- Subsidence, ground heave or landslip under the 'storm' part of the policy. These claims must be dealt with under the 'subsidence' part of the policy. A higher excess applies to all subsidence claims.
- Please check your policy summary to see how much it is.



## What is insured and what we do pay claims for

### 6. Flood

We'll pay claims for damage to your buildings caused by a flood.

By **flood**, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.



## What is not insured and what we don't pay claims for

### 6. Flood

#### We don't pay claims for damage to:

- Gates and fences.
- Swimming pool and hot tub covers.

#### We also don't pay for claims caused by:

- Subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the 'subsidence' part of the policy. A higher excess applies to all subsidence claims.
- Please check your policy summary to see how much the compulsory excess is for flood and subsidence.





## What is insured and what we do pay claims for

### 7. Subsidence

We'll pay claims for damage to your buildings as a result of subsidence, ground heave or landslip.

**Subsidence** is the downward movement of the ground underneath your buildings.

**Ground heave** is the upward or sideways movement of the ground underneath your buildings, which can happen as a result of the soil expanding.

**Landslip** means the downward movement of sloping land underneath your property. For example, if you lived on a hill and the ground below your property moved, causing damage to your main building.



## What is not insured and what we don't pay claims for

### 7. Subsidence

#### We don't pay claims for damage to:

- Your buildings if the materials that they're built from shrink or expand.
- Buildings or their foundations caused by something known as settlement.  
**Settlement** is the downward movement of the buildings caused by the soil underneath them becoming compressed by the weight of the buildings. It's different to subsidence, because it's caused by the weight of the property, rather than the soil changing underneath your property. It tends to happen in the early years after a building or extension has been built.
- Erosion to the land underneath or around your buildings that has been caused by the sea or a river.
- Any part of your buildings, except your garage, unless the main building is also damaged at the same time and by the same cause.
- Outbuildings, sheds, greenhouses, swimming pools, tennis courts, walls (including retaining walls), gates, patios, fences, septic tanks, paths and driveways unless your main building is damaged at the same time and by the same cause.
- Solid floors unless the foundations underneath the outside walls are damaged at the same time and by the same cause.
- Your buildings as a result of faulty materials, poor design or poor workmanship. This includes any work on your buildings that didn't meet building control regulations when the work was completed.
- Your buildings where you are entitled to compensation from another person or organisation.





## What is insured and what we do pay claims for

### 8. Leaking or freezing water and leaking oil

#### We'll pay claims for:

- Damage caused by water or oil leaking from your tank, pipes, drains or heating system. We'll also pay for damage caused by water freezing within any of these.
- Damage caused by water leaking from or freezing in your home appliances, fish tank and even your water bed.

Sometimes it's not easy to find where water or oil is leaking from, so we'll cover any reasonable costs you have to pay to find the leak, and that includes the cost of repairs to walls, floors or ceilings.

You must get our agreement before work starts, so we can decide whether finding the leak is the most practical and cost-effective solution to the problem. For example, it may cost less to install new pipework than knocking holes in walls or floors to find the original leak.

### 9. Theft

#### We'll pay claims for:

- Damage to your buildings as a result of theft or an attempted theft.
- Any fixtures or fittings, such as copper pipes, that are stolen.



## What is not insured and what we don't pay claims for

### 8. Leaking or freezing water and leaking oil

#### We don't pay claims for:

- Damage caused by leaking or freezing water or oil when your home is unoccupied.
- Damage caused by failure, wear and tear or lack of grouting or sealant.
- Repairs to the pipework or other parts of the water or heating system unless they're caused by freezing. If they're damaged for any other reason, this part of the policy won't cover you.
- Damage caused by water overflowing sinks, bidets, showers and baths as a result of taps being left on in your home.
- Damage caused by subsidence, ground heave or landslip under the 'leaking or freezing water and leaking oil' part of the policy. These claims must be dealt with under the 'subsidence' part of the policy on [page 20](#). A higher excess applies to all subsidence claims.
- Check your policy summary to see how much the compulsory excess is for escape of water and escape of oil.

### 9. Theft

#### We don't pay claims for:

- Theft or any attempted theft by you, your family, or anyone who's employed permanently in or around your home, such as a nanny, carer, cleaner or gardener.
- Theft or attempted theft by lodgers, paying guests or tenants.
- Theft or any attempted theft if your home is unoccupied.



## What is insured and what we do pay claims for

### 10. Homeowners' legal responsibilities

You may be asked to pay damages to an individual or company if an accident happens in or around your home.

In the event that an accident at your property leads to someone's death or injury, or leads to them contracting an illness or disease, we'll pay claims for any damages that you're legally obliged to pay.

We'll also pay claims for any damage to another individual or company's property as a result of an accident.

If you sell a property, you could still be asked to pay for an accident on your old property if the incident was caused by faulty workmanship.

When this happens we'll also pay claims for seven years after this policy ends or is cancelled, as long as the damage happened after you'd sold or moved out of your old property.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Finally, if you insure both your buildings and contents under this policy and you make a claim for 'homeowners' legal responsibilities' and 'public and personal legal responsibilities', we'll only make one claim payment under either your buildings or contents section. To be clear, you can't claim on both your buildings and contents cover for the same incident.



## What is not insured and what we don't pay claims for

### 10. Homeowners' legal responsibilities

#### We don't pay claims for:

- Your own injury or death under this section. We also do not pay claims for injury or death to someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener.
- If any of the people mentioned above become ill or catch a disease in your home.
- Damage to property that you own or has been given to you by someone else to look after. And we also won't pay claims for any damage to property that's been leased or rented to you.
- Damages if they're a result of an accident involving a lift that you own or are responsible for maintaining, unless it's a stairlift.
- Damages if they arise as a result of something you or your family did deliberately or maliciously.
- Damages that arise from using your home for business or employment.
- Legal responsibilities relating to you occupying your home, or any other land or property. These claims will usually be covered by your contents policy.
- Damages just because you've made an agreement with another person.
- More than the amount shown in the policy summary.



## What is insured and what we do pay claims for

### 11. Professional fees and costs

If your buildings are damaged, we'll pay claims for any necessary and reasonable costs that you need to pay as part of the repair or rebuild, as long as the damage would have been covered elsewhere in this buildings policy.

This means we'll pay for legal fees, as well as fees for architects and surveyors. It also includes the cost of clearing debris from your property, as well as clearing drains and demolishing or stabilising your buildings.

Finally, we'll also pay claims for other costs necessary to meet government or local authority requirements.

### 12. Underground pipes, drains and cables

This cover does not apply if you have a Bronze policy, unless you have purchased Section B: Accidental Damage to your Buildings.

We'll pay claims for the cost of repairing the fabric of cables, underground pipes, drains and tanks serving your home if they're accidentally broken.

If you have a Gold policy, we'll also pay to clear blocked drains.

### 13. Glass, toilets and other fittings

This cover does not apply if you have a Bronze policy, unless you have purchased Section B: Accidental Damage to your Buildings.

#### We'll pay claims for:

- The cost of repairing or replacing any fixed panes of glass, ceramic hobs built into kitchen worktops and glass oven doors if they're accidentally broken, as long as these are permanent fixtures in your home.
- The repair or replacement of solar panels which are accidentally broken.
- The repair or replacement of baths, toilets, bidets, sinks/basins and showers which are accidentally broken.



## What is not insured and what we don't pay claims for

### 11. Professional fees and costs

### 12. Underground pipes, drains and cables

#### We don't pay claims for:

- Anyone other than Gold policyholders when clearing blocked drains, unless the blockage is caused by structural damage to the drain itself.
- Damage to drains serving your home which are not your responsibility.

### 13. Glass, toilets and other fittings

#### We don't pay claims for:

- Damage caused by scratching or denting.
- Items that are accidentally broken when your home is unoccupied.
- The cost of repairing or replacing window or door frames that are accidentally broken.



## What is insured and what we do pay claims for

### 14. Rent and alternative accommodation

If your home can't be lived in due to damage caused by something which would be covered under this buildings policy, we'll pay for similar alternative accommodation for you, your family and your household pets.

We'll also pay for any rent you would have received from lodgers while the buildings can't be lived in.

When we say your home can't be lived in, we mean that there are no toilet, bathroom or cooking facilities, or continuing to stay in your home poses a risk to you and your family.

As an alternative, in some circumstances we may choose to provide you with temporary kitchen and bathroom facilities to allow you to remain in your own home while repairs are being carried out.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much your claims limit is for this part of your cover.

### 15. Protection when you sell your property

If you've exchanged contracts to sell your home, we'll give the buyer the benefit of this buildings cover until the sale is completed, unless the buyer has insurance elsewhere.

We'll also continue to provide cover until the sale goes through as long as completion is not more than 60 days from the date of exchanging contracts (or in Scotland, more than 60 days from the date of what is known as the 'conclusion of missives').



## What is not insured and what we don't pay claims for

### 14. Rent and alternative accommodation

If we reject a claim for damage to your buildings under another part of this policy, then you won't be able to claim for rent or alternative accommodation.

We don't pay claims under this section of your policy if you cannot live in your home due to damage to your contents. This should be picked up by your contents cover.

### 15. Protection when you sell your property





## What is insured and what we do pay claims for

### 16. Damage caused by emergency services

We'll cover the cost of damage to your home or garden items caused by the emergency services while they're getting into your home to deal with an emergency.

By garden items, we mean flowerbeds, hedges, lawns, potted plants, shrubs or trees outside your buildings but within the boundaries of your home.

### 17. Replacement locks and keys

#### We'll pay claims for:

- Replacing and installing locks on outside doors if your keys are stolen or lost outside your home.
- Replacing and repairing locks on outside doors, if your keys are damaged inside the home by an event covered elsewhere in this buildings insurance policy.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.

### 18. Being forced to leave your home

We'll pay the equivalent cost of similar alternative accommodation for you, your family and your household pets if a local authority won't allow you to live in your buildings because of damage to a nearby property.

But we'll only cover these costs for a maximum of up to 30 days from the date you're forced to leave your home.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much it is.



## What is not insured and what we don't pay claims for

### 16. Damage caused by emergency services

### 17. Replacement locks and keys

If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.

### 18. Being forced to leave your home



## What is insured and what we do pay claims for

### 19. Home improvements

If you buy new fixtures for your house, such as a new bathroom suite, we'll pay claims for damage for up to 60 days after you buy them, even if they take you past the maximum claim limit on your policy.

If you want them to be permanently covered, you will need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much it is.

### 20. Acquired disability

This cover only applies if you have a Gold policy.

While your policy is in force we will pay reasonable costs for carrying out necessary alterations to your home if you or a member of your family become permanently disabled as a result of a sudden or unexpected incident.

Permanent physical disability means that you or a member of your family has total and permanent loss of one arm, hand, foot or leg or are registered blind.

If you insure both your buildings and contents under this policy and make a claim for acquired disability, we will make one claims payment under either your buildings or contents section of cover. You cannot make a claim under both buildings and contents cover for the same incident.

The most we will pay for any one claim in any one period of insurance is shown in your policy summary document.



## What is not insured and what we don't pay claims for

### 19. Home improvements

### 20. Acquired disability

Any alterations required that can be recovered from another party.

Any amount that exceeds the cover limit which is detailed on your policy summary document.

## Section B: Accidental Damage to your Buildings

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.



### What is insured and what we do pay claims for

This optional section of your policy pays claims for accidental damage to your buildings.

Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.

If you have a Bronze policy, this section will also reinstate your cover under sections 12. Underground pipes, drains and cables, and 13. Glass, toilets and other fittings.



### What is not insured and what we don't pay claims for

#### We don't pay claims for:

- Accidental damage caused by someone that you lend or rent all or part of your home to.
- Damage caused by chewing, scratching, tearing or fouling by pets.
- Accidental damage if the property is unoccupied.
- Cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.
- Accidental damage to hot tubs, and we won't pay for any storm damage to gates, fences, hedges and swimming pool covers.
- Putting right poor workmanship or bad design. This includes any work which didn't meet building control regulations when it was completed.
- Claims under this section of the policy if they're covered elsewhere in your buildings policy, because the excess may differ.
- Claims relating to subsidence or drainage must be made under the buildings section of this policy. If we refuse to pay all or part of your claim, you can't try to make a further claim on this accidental damage section of the policy.

## Section C: Contents Insurance

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.

This section of your policy only covers your contents when they are at your home unless we specifically say otherwise.



### What is insured and what we do pay claims for

#### 1. Fires and earthquakes

We'll pay claims where your contents are damaged by fire or smoke, explosion, lightning or an earthquake.

#### 2. Riots

We'll pay claims where your contents are damaged by a riot.

You need to report the damage to the police within seven days.

#### 3. Vandalism

We'll pay claims for vandalism to your contents.



### What is not insured and what we don't pay claims for

#### 1. Fires and earthquakes

We don't pay claims caused by scorching, singeing or melting.

#### 2. Riots

#### 3. Vandalism

##### We don't pay claims for:

- Vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.
- Vandalism if your home is unoccupied.
- Loss or damage caused by computer viruses.



## What is insured and what we do pay claims for

### 4. Damage to your property caused by moving objects

We'll pay claims where your home is hit by moving or falling objects, and your contents are damaged as a result.

For example, we'd cover you if your home was hit by an aircraft, car or falling tree.

### 5. Storm

We'll pay claims for damage to your contents caused by a storm.

By a storm, we mean strong winds of over 55mph, or damage by extreme rain, snow or hail. Rainfall is extreme if more than 2.5cm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period. Hail is extreme if it exceeds 2cm in diameter.

### 6. Flood

We'll pay claims for damage to your contents caused by a flood.

By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.



## What is not insured and what we don't pay claims for

### 4. Damage to your property caused by moving objects

#### We don't pay claims for:

- Cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.
- Damage caused by all or part of a tree being cut down.
- Damage to hedges, gates and fences.
- Damage caused by household pets.

### 5. Storm

#### We don't pay claims for:

- Rain or water damage to your contents if the water gets into your house as a result of poor workmanship, bad design or wear and tear.
- Damage caused by subsidence, ground heave or landslip under the 'storm' part of the policy. These claims must be dealt with under the 'subsidence' part of the policy below.

### 6. Flood

#### We don't pay claims for damage to:

- Gates and fences.
- Swimming pool and hot tub covers.
- Your contents caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the 'subsidence' section of the policy (next page).



## What is insured and what we do pay claims for

### 7. Subsidence

We'll pay claims for damage to the contents of your buildings as a result of subsidence, ground heave or landslip.

Subsidence is the downward movement of the ground underneath your buildings.

Ground heave is the upward or sideways movement of the ground underneath your buildings, which can happen as a result of the soil expanding.

Landslip means the downward movement of sloping land underneath your property. For example, if you lived on a hill and the ground below your property moved, causing damage to your main building.

### 8. Leaking or freezing water and leaking oil

We'll pay claims for any damage to your contents caused by water, frozen water or oil leaking from your tank, pipes, drains or heating system.

We'll pay claims for damage caused by water leaking from or freezing in your home appliances, fish tank and even your water bed.



## What is not insured and what we don't pay claims for

### 7. Subsidence

#### We don't pay claims for damage to:

- Contents if it happens as a result of your buildings' foundations shrinking or expanding.
- Contents as a result of the sea or a river eroding the land around your buildings.
- Your contents as a result of faulty materials, poor design or poor workmanship. This includes any work on your buildings which didn't meet building control regulations when the work was completed.
- Your contents that started before this policy came into force.
- Your contents where you are entitled to compensation from another person or organisation.

### 8. Leaking or freezing water and leaking oil

#### We don't pay claims for damage caused by:

- Leaking or freezing water or oil when your home is unoccupied.
- Failure, wear and tear or lack of grouting or sealant or to repair the cause of the leak.
- Water overflowing from sinks, bidets, showers and baths as a result of taps being left on in your home.





## What is insured and what we do pay claims for

### 9. Theft

We'll pay claims if your contents are stolen from your home and we'll also cover you for any damage to your contents caused by someone attempting to steal them.

However, there's a maximum amount that we'll pay for jewellery or watches above a certain limit, unless they're stolen from a fitted, locked safe. You'll find this limit in your policy summary.

The maximum we'll pay for items stolen from an outbuilding or garage is lower than the contents' maximum claim limit. The most we'll pay will be lower still if the outbuilding or garage isn't made of brick, stone or concrete and isn't locked. You'll find all the details of our claims limits in your policy summary.

By outbuildings, we mean sheds, greenhouses and other fully enclosed permanent structures. This means we won't cover contents kept in structures such as carports, gazebos, awnings, tents and marquees.

Theft or attempted theft from an outbuilding or garage is not covered if you have a Bronze policy.



## What is not insured and what we don't pay claims for

### 9. Theft

#### We don't pay claims for:

- Theft or attempted theft by you, your family, or anyone who's employed permanently in or around your home, such as a nanny, carer, cleaner or gardener.
- Theft or attempted theft by lodgers, paying guests or tenants.
- Theft or attempted theft when your home or any part of it is lent, let or sublet to someone who is not a member of your family, unless there's damage to the building during the break-in.
- Theft or attempted theft if your home is left unoccupied.
- Theft if it's caused by someone deceiving you, except if they deceive you to gain entry to your property.
- Theft of money unless your buildings were damaged when they were broken into.
- Theft or attempted theft from an outbuilding or garage is not covered if you have a Bronze policy. Please check your policy summary for details of your policy cover.



## What is insured and what we do pay claims for

### 10. Accidental damage to home entertainment equipment

This cover does not apply if you have a Bronze policy, unless you have purchased Section D: Accidental Damage to your Contents.

We'll pay claims for accidental damage to home entertainment equipment.

By home entertainment equipment, we mean televisions, DVD players, games consoles, desktop computers and audio equipment.

Just to be clear, when we use the term 'accidental damage', we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.

### 11. Broken glass and ceramics

This cover does not apply if you have a Bronze policy, unless you have purchased Section D: Accidental Damage to your Contents.

We'll pay claims for the cost of repairing or replacing fitted glass in furniture or mirrors if it's accidentally broken, but not glass in pictures or clocks.

We'll also pay claims to repair or replace glass shelves and glass tops to furniture, as well as ceramic hobs, tops of free-standing cookers and glass oven doors if they're accidentally broken.



## What is not insured and what we don't pay claims for

### 10. Accidental damage to home entertainment equipment

#### We don't pay claims for:

- Scratches or dents unless they prevent you from using the equipment.
- Damage to items designed to be hand-held or portable, such as MP3 players, sat-navs, tablet and laptop computers and e-readers.
- Accidental damage to musical instruments.
- Damage to TV sets caused while using gaming equipment.
- Accidental damage to things such as CDs, and DVDs or anything on which music, videos or data is stored.
- Damage caused by computer viruses.
- Accidental damage that happens when the property is unoccupied.

### 11. Broken glass and ceramics

#### We don't pay claims for:

- Scratching or denting of glass or ceramics.
- Any damage while your home is unoccupied or unfurnished.



### What is insured and what we do pay claims for

#### 12. Loss of metered water or oil

We'll pay claims for accidental loss of oil in your property's heating system, or metered water.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much it is.

#### 13. Damage to food

We'll pay claims for damage to food in your fridge or freezer as a result of contamination by the chemicals inside them, or by a rise or fall in temperature.

#### 14. Your public and personal legal responsibilities

We'll pay claims for any amount that you or your family are legally obliged to pay following an accident that results in someone being ill or injured, or results in someone's death.

We'll also pay claims for any amounts that you or your family are legally obliged to pay if an accident causes damage to someone else's property.

This cover will only be valid if the accident happened while your policy was in force.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Finally, if you insure both your buildings and contents under this policy and you make a claim for 'homeowners' legal responsibilities' and 'public and personal legal responsibilities', we'll only make one claim payment under either your buildings or contents section.

Just to be clear, you can't claim on both your buildings and contents cover for the same incident.



### What is not insured and what we don't pay claims for

#### 12. Loss of metered water or oil

We don't pay claims for any loss while the home is unoccupied.

#### 13. Damage to food

We don't pay claims for this damage if it's caused by your power supply being cut off by your energy company.

#### 14. Your public and personal legal responsibilities

##### We don't pay claims for:

- Your own injury or death. We also do not pay claims for injury or death to someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener.
- Any damage to property that you own, or which has been given to you by someone else to look after. It won't cover you for any damage to property that you've leased or rented from someone else.
- Damages that are a result of your business or employment.
- Circumstances that involve motor vehicles, including trailers.
- Situations that involve a disabled person's buggy.
- Scenarios involving golf trolleys or the use of golf buggies.



## What is insured and what we do pay claims for

### 14. Your public and personal legal responsibilities (continued)



## What is not insured and what we don't pay claims for

### 14. Your public and personal legal responsibilities (continued)

#### We don't pay claims:

- For injuries that happen as a result of playing any sport or using a bicycle outside the boundary of your home unless there's no other insurance you can claim on.
- That arise from owning or using an aircraft, including model aircraft, gliders, hang-gliders, microlights and drones.
- That arise from owning or using any equipment designed for use in or on water, such as a boat or a surfboard.
- Caused by any animal you own, except domestic pets when inside the boundary of your home.
- Caused by dangerous dogs as specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act.
- Relating to any lift that you have on your property, or are responsible for maintaining, except stairlifts.
- For costs or damages that you have to pay if you pass a disease or virus onto another person.
- If you've made an agreement with another person.
- That are the result of hunting or racing of any kind, except on foot.
- Where you have legal responsibilities relating to you owning your home or any land or property. These claims will normally be covered by your buildings policy.
- More than the amount shown in the policy summary.



## What is insured and what we do pay claims for

### 15. Your legal responsibility for domestic employees

If you employ people permanently to work in or around your home, such as a nanny, cleaner or gardener, we'll pay claims for any costs you're legally obliged to pay if they're accidentally injured, die or become ill during the course of their work for you.

This cover applies anywhere in the world as long as your employees were appointed in the United Kingdom, the Channel Islands or the Isle of Man.

So, for example, if you take your nanny with you on holiday, we'll pay a claim if they're injured while they're working for you.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

### 16. Protection for tenants

If you rent your home from someone else, this policy will pay claims for any damage to the buildings that you're legally required to pay for.

This includes damage to the structure of the building or accidental damage to cables, pipes and drains.

It also includes cover for accidental damage to fixed panes of glass, ceramic hobs built into kitchen worktops and glass oven doors, as long as these are permanent fixtures in your home.

We'll also pay claims for accidental damage to solar panels, baths, toilets, bidets, sinks/basins and showers.

Just to be clear, when we use the term 'accidental damage', we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.

If you make a claim under this part of your policy, we won't ask you to pay an excess.



## What is not insured and what we don't pay claims for

### 15. Your legal responsibility for domestic employees

### 16. Protection for tenants

You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of Section A: Buildings Insurance. All of the exclusions that apply to those parts still apply to any claims made here.

For example, if the buildings you live in are damaged by a storm, we'll only pay your claim if the storm meets our definition on [page 29](#).

We don't pay for damage to the structure of your home if it's unoccupied.



## What is insured and what we do pay claims for

### 17. Unpaid damages

If a court rules that you're owed compensation for an injury, or damage to your property, we'll pay claims for any amount which does not get paid to you within three months of the court's decision.

The compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. The injury or damage must have occurred in one of these territories for us to pay a claim under this part of your policy.

In order for this cover to be provided, the incident for which you're being awarded damages must have been something that would have been covered under the 'your public and personal legal responsibilities' part of this policy, on [page 33](#), if the roles had been reversed.

After we have paid you, we may pursue the person who the court ordered to make the payment to you, and if we're successful we'll keep any money we manage to get back.

If you make a claim under this part of your policy, we won't ask you to pay an excess.



## What is not insured and what we don't pay claims for

### 17. Unpaid damages

We don't pay under this part of the policy if there's going to be an appeal.





## What is insured and what we do pay claims for

### 18. Contents taken away from your home

If you take your contents away from your home temporarily, within the UK, Channel Islands or Isle of Man, we'll still pay claims if they're lost, stolen or damaged.

By temporarily, we mean they must not have been away from your home for more than 90 days in a row.



## What is not insured and what we don't pay claims for

### 18. Contents taken away from your home

You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of this contents policy. All of the exclusions that apply to those parts still apply to any claims made for contents taken away from your home temporarily.

For example, if your contents are damaged by a storm while you're staying with a friend, we'll only pay your claim if the storm meets our definition on [page 29](#).

If your contents or money are stolen from somewhere other than your work or a place you're temporarily living, we'll only pay claims for them if the building they were stolen from was damaged when it was broken into.

#### We don't pay claims for:

- Contents stolen from an unlocked room in a hotel or similar temporary accommodation.
- Theft or damage that happens in student accommodation.

By student accommodation we mean while attending a boarding school, college or university during term-time. But you may be covered under the 'student belongings' part of the policy on [page 45](#).

- Contents stolen or damaged while they're being kept by a storage company.
- Contents damaged by a storm, flood or vandalism. We'll only cover you if the items were inside a building.
- Anything taken out of your home to sell, display or exhibit if it is lost or stolen.
- Contents that are lost or stolen while they are in a caravan, mobile home or motorhome.



## What is insured and what we do pay claims for

### 19. Rent and alternative accommodation

If your home can't be lived in due to damage caused by something which would be covered under this contents policy, we'll pay claims for similar alternative accommodation for you, your family and your household pets.

When we say your home can't be lived in, we mean that there are no toilet, bathroom or cooking facilities, or continuing to stay in your home poses a risk to you and your family.

As an alternative, in some circumstances we may choose to provide you with temporary kitchen and bathroom facilities to allow you to remain in your own home while repairs are being carried out.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much your claims limit is for this part of your cover.

### 20. Replacement locks and keys

We'll pay claims for the cost of replacing and installing locks on outside doors if your keys are lost outside your home or are stolen.

We'll also pay claims for the cost of replacing and repairing locks on outside doors if your keys are damaged inside the home by an event covered by this contents policy.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.



## What is not insured and what we don't pay claims for

### 19. Rent and alternative accommodation

If we reject a claim for your contents under another part of this policy, then you won't be able to claim for rent or alternative accommodation.

We won't pay claims under this section of your policy if you cannot live in your home due to damage to your building. This should be picked up by your buildings cover.

### 20. Replacement locks and keys

If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover.

To be clear, you can't claim on both your buildings and contents section of cover for the same incident.



## What is insured and what we do pay claims for

### 21. Moving home

We'll pay claims if your contents are lost, stolen or damaged while being moved by a professional removals company.

Your belongings must have been packed as well as moved by a professional moving company to qualify for cover under this part of the policy.

If you agree to buy a property, this policy will also cover the contents in your new property for up to one week before you move in, even if you haven't completed the purchase at this point. There's a separate limit if you claim for contents that are stolen or damaged in your new property. Please check your policy summary to see how much it is.

### 22. Contents in storage

If for any reason you decide to move some of your contents into storage, we will cover these items if they are stolen, or damaged by fire or lightning.

The contents must belong to you or a member of your family and must be stored by a recognised storage company for up to a maximum of 180 days within any 12-month period of insurance.

### 23. Fatal injury

We'll pay claims if you or any member of your family suffer a fatal injury caused by either a fire or a physical attack in your home, and die within a 12-month period.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.



## What is not insured and what we don't pay claims for

### 21. Moving home

#### We don't pay claims for:

- Glass or other fragile items that are lost or damaged.
- Belongings if lost, stolen or damaged while they're in storage.
- Belongings if lost or damaged outside of the UK, Channel Islands or Isle of Man.
- Claims for money under this section of the policy.

### 22. Contents in storage

#### We don't pay claims for:

- Contents stored outside the United Kingdom.
- Theft or attempted theft unless there's damage to the storage company building during the break-in.
- When the storage company you have used has their own insurance in place to cover this.

### 23. Fatal injury



## What is insured and what we do pay claims for

### 24. Special events

In the 30-day run-up to you or your family's wedding, civil partnership ceremony, birthday or religious festival, we'll automatically increase the maximum claim limit of cover on your policy. Please note that this change won't increase the limits to individual sections of this policy or your valuables limit.

In the event of a religious festival, wedding or civil partnership ceremony, we'll keep the higher limit in place for up to 30 days after the ceremony.

During this period, we'll pay claims for gifts if they're lost, stolen or damaged, as long as they're either in your home, at the venue where the event is being held, or being transported between the two.

### 25. Guests' personal belongings

This cover does not apply if you have a Bronze policy.

We'll pay claims for any personal belongings of guests while they're in your home.

By personal belongings, we mean clothes and jewellery or any everyday items carried by your guests.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much your claim limit is.

### 26. Taking your shopping home

This cover does not apply if you have a Bronze policy.

We'll pay claims if something is lost, stolen or damaged while you're bringing it to your home from the shops where you bought it.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much your claim limit is.



## What is not insured and what we don't pay claims for

### 24. Special events

### 25. Guests' personal belongings

You can only make a claim under this part of your policy for items that would be covered under parts 1-9 of this contents policy. All of the exclusions that apply to those parts still apply to any claims made for your guests' personal belongings.

For example, if your guests' personal belongings are damaged by a flood, we'll only pay your claim if the flood meets our definition on [page 29](#).

### 26. Taking your shopping home

We won't cover you if your food or other items are stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot.

Your car or van must also have been locked with any security systems activated and there must have been damage to the car or van during the break-in.



## What is insured and what we do pay claims for

### 27. Tenants' home improvements

If you rent rather than own your home, we'll pay claims for damage to any interior decorations, or any home improvements that you've paid for.

However, the damage must have been the result of something that this contents policy covers, but not the result of accidental damage.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much your claim limit is.

### 28. Counselling fees

If you or members of your family suffer emotional stress because of an event that is covered under this contents policy, we'll pay claims for the cost of any professional counselling.

For us to pay the claim, the counselling must have been recommended by a qualified doctor or nurse and we must have approved the counselling.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.



## What is not insured and what we don't pay claims for

### 27. Tenants' home improvements

### 28. Counselling fees



## What is insured and what we do pay claims for

### 29. Acquired disability

This cover only applies if you have a Gold policy.

While your policy is in force we will pay reasonable costs for carrying out necessary alterations to your home if you or a member of your family become permanently disabled as a result of a sudden or unexpected incident.

Permanent physical disability means that you or a member of your family has total and permanent loss of one arm, hand, foot or leg or are registered blind.

If you insure both your buildings and contents under this policy and make a claim for acquired disability, we will make one claims payment under either your buildings or contents section of cover. You cannot make a claim under both buildings and contents section of cover for the same incident.

The most we will pay for any one claim in any one period of insurance is shown in your policy summary document.



## What is not insured and what we don't pay claims for

### 29. Acquired disability

Any alterations required that can be recovered from another party.

Any amount that exceeds the cover limit which is detailed on your policy summary document.





## What is insured and what we do pay claims for

### 30. Garden cover

This cover does not apply if you have a Bronze policy.

We'll pay claims for damage to your hedges, lawns and plants that are outdoors but within the boundaries of your home. The damage must be caused by fire, lightning, storm, flood, vandalism or accidental damage. Please note we'll only pay your claim for storm or flood damage if it meets our definitions on [page 29](#).

We'll also pay if they're damaged by branches falling from trees, or by anything falling from your buildings. We'll also pay to replace trees or shrubs that are stolen.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.

### 31. Being forced to leave your home

We'll pay claims for the equivalent cost of similar alternative accommodation for you, your family and your household pets if a local authority won't allow you to live in your buildings because of damage to a nearby property.

But we'll only cover these costs for up to 30 days from the date you're forced to leave your home.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much it is.



## What is not insured and what we don't pay claims for

### 30. Garden cover

#### We don't pay claims for damage caused by:

- Smoke or bonfires.
- You or your family or any person allowed within the boundaries of your home.
- The result of subsidence, ground heave or landslip.

### 31. Being forced to leave your home



## What is insured and what we do pay claims for

### 32. Downloads and computer files

We'll pay claims for anything that you or your family have legally downloaded and stored on a computer or other device if it's lost, stolen or damaged.

For example, if your laptop gets damaged in a flood and you lose all the films and music you've downloaded, we'll pay for the cost of replacing them.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.

### 33. Recently purchased contents

If you buy or are given new contents, such as a television or computer, we'll pay claims if they're lost, stolen or damaged for 60 days after you receive them, even if they take you over the maximum claim limit on your policy.

If you want them permanently covered, you'll need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.

Claims under this part of your policy won't count towards your maximum claim limit. Check your policy summary to see how much it is.



## What is not insured and what we don't pay claims for

### 32. Downloads and computer files

#### We don't pay claims for:

- Any software or information used for business purposes.
- Damage caused by computer viruses.

### 33. Recently purchased contents



### What is insured and what we do pay claims for

#### 34. Student belongings

This cover does not apply if you have a Bronze policy.

If you or a member of your family move into student accommodation while attending a boarding school, college or university, we'll pay claims for any contents that are lost, stolen or damaged while you or your family member are living there during term-time.

Claims under this part of the policy have a separate limit. Check your policy summary to see how much it is.



### What is not insured and what we don't pay claims for

#### 34. Student belongings

You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of this contents policy. All of the exclusions that apply to those parts still apply to any claims made under the 'student belongings' part of your policy.

For example, if your belongings are damaged by a flood while you're in student accommodation, we'll only pay your claim if the flood meets our definition on [page 29](#).

#### We don't pay claims for:

- Loss of money while you or someone in your family is living in student accommodation under this part of the policy.
- Belongings stolen or damaged during an attempted theft, unless the buildings were damaged when they were broken into.
- Student belongings if they're accidentally damaged or broken while they're in student accommodation.
- A member of your family if they are staying in student accommodation outside of the United Kingdom, Channel Islands or Isle of Man.

## Section D: Accidental Damage to your Contents

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.



### What is insured and what we do pay claims for

This optional section of your policy covers you for accidental damage to any contents within your home.

Just to be clear, when we use the term 'accidental damage', we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.

If you have a Bronze policy, this section will also reinstate your cover under sections 10. Accidental damage to home entertainment equipment, and 11. Broken glass and ceramics.



### What is not insured and what we don't pay claims for

#### We don't pay claims for accidental damage to:

- Documents such as passports or driving licences, money or food and drink.
- Teeth or false teeth that happens while chewing something.
- Clothes.
- Sports equipment when it's being used.

#### Or accidental damage caused by:

- Scratches or dents unless they prevent you from using the item.
- Deliberate action by anyone who you allow to be in your home.
- Chewing, scratching, tearing or fouling by domestic animals or pets.
- The property being unoccupied.
- Rain or water damage to your contents if the water gets into your house as a result of poor workmanship, bad design or wear and tear.
- Cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.
- Your power supply being cut off by your energy company.
- Computer viruses.
- Anyone living in your home who is not a member of your family.



### What is insured and what we do pay claims for



### What is not insured and what we don't pay claims for

#### We also don't pay for accidental damage to:

- Items of glass, china, porcelain, earthenware, stone or other fragile or brittle material, while they're being held in your hands or while you are carrying them in order to move them around your home.
- Remote-controlled toys, such as drones, cars, model airplanes, helicopters or boats.

Finally, we don't pay claims under this section of the policy if it's covered elsewhere in your contents policy, because the excess may differ.



## Section E: Everyday Personal Belongings

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.



### What is insured and what we do pay claims for

This section of your policy pays claims if your bicycle, money or any of your everyday personal belongings are lost, stolen or damaged. They're covered in Europe and up to 60 days anywhere else in the world.

We'll also pay claims for any financial loss if your credit card is lost or stolen and someone else uses it.

By everyday personal belongings, we mean clothes and jewellery or any item carried by you in daily life.

Check your policy summary to see what the maximum and individual limits are for this part of your policy and the excesses that apply.



### What is not insured and what we don't pay claims for

#### We don't pay claims for:

- Items used for business or professional purposes unless it's a laptop as shown in the policy summary.
- Personal belongings that are stolen from an unlocked hotel room or similar temporary accommodation, or if they're damaged as part of an attempted theft.
- Repairs or replacements just because an item is scratched or dented unless it prevents you from using the item.
- Damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.
- Credit cards unless you've kept to the conditions of the card.
- Damage to teeth or false teeth that happens while chewing something.
- Damage to sports equipment while it's being used.
- Lost or damaged camping equipment.
- Lost or damaged car keys, key fobs or documents such as passports and driving licences.





### What is insured and what we do pay claims for



### What is not insured and what we don't pay claims for

- Items stolen from an unattended car or van, unless they were stored out of sight in a glove box or locked boot. Your car or van must also have been locked with any security systems activated, and there must have been damage to the car or van during the break-in.
- Stolen bicycle(s) if you've left it/them unattended away from the home. However, we'll pay claims if you've kept it in a locked building, or if you've locked it to a post, cycle rack or other immovable object.
- Damage if your bicycle is used for any form of racing or pacemaking.
- Damage to your bicycle accessories or removable parts unless damaged at the same time as the bicycle.
- Any cuts, bursts or punctures to the tyres.
- Accidental damage to any remote-controlled toys, such as drones, cars, model airplanes, helicopters or boats.
- Loss or damage caused by computer viruses.



## Section F: Higher-value Personal Belongings

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.



### What is insured and what we do pay claims for

This section of your policy pays claims for your higher-value personal belongings, such as expensive jewellery. To be covered by this section you must tell us which items you wish to cover and they must be shown on your policy summary.

We'll then pay claims for those items if they're lost, stolen or damaged anywhere in Europe and for up to 60 days anywhere else in the world.



### What is not insured and what we don't pay claims for

#### We don't pay claims for:

- Damage to sports equipment while it's being used.
- Damage to teeth or false teeth that happens while chewing something.
- Repairs or replacements just because an item is scratched or dented unless it prevents you from using the item.
- Damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.
- Items stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot. Your car or van must also have been locked with any security systems activated, and there must have been damage to the car or van during the break-in.
- Damage to any remote-controlled toys, such as drones, cars, model airplanes, helicopters or boats.
- Items used for business or professional purposes unless it's a laptop as shown in this policy summary.
- Loss or damage caused by computer viruses.

## Section G: Bicycle Cover

You're only covered under this section of the policy if it says so on your policy summary, which was sent to you when you bought this insurance.



### What is insured and what we do pay claims for

This section of your policy pays claims if your bicycles are lost, stolen or damaged at any time in Europe, or for up to 60 days anywhere else in the world.

To be covered by this section you must tell us about the bicycles you wish to cover and they must be shown on your policy summary.



### What is not insured and what we don't pay claims for

#### We don't pay claims for:

- Stolen bicycle(s) if you've left it/them unattended away from the home. However, we'll pay claims if you've kept it in a locked building, or if you've locked it to a post, cycle rack or other immovable object.
- Damage if your bicycle is used for any form of racing or pacemaking.
- Damage to your bicycle accessories or removable parts unless they're damaged at the same time as the bicycle.
- A repair or a replacement for your bicycle just because it's scratched or dented unless it prevents you from using it.
- Cuts, bursts or punctures to the tyres.



# How to make changes to your policy

It's important you keep us up to date with any changes that may affect your home insurance policy. If any of the information that you gave us when you took out your policy has changed, you need to get in touch. If you don't, it could mean that your policy is no longer valid.

## The kind of things that we need to hear about are:

- ⑤ A change of address.
- ⑤ Any significant alterations to your home, such as extensions, that may change the cost of rebuilding the property.
- ⑤ Any significant increase in the value of your belongings. For example, if you buy a brand-new TV.
- ⑤ Someone other than a member of your family comes to live with you.
- ⑤ Your home is going to be unoccupied for more than 60 days in a row.
- ⑤ You plan to let or rent out your home or part of your home.
- ⑤ You or someone who lives in your home receives a county court judgment or criminal conviction (except for motoring offences where a prison sentence has not been served).
- ⑤ You or someone who lives with you declares bankruptcy.
- ⑤ You use the home for any business or trade purposes.

Please remember that if you don't tell us about changes, it may affect any claim you make.



# How to cancel your policy

You can cancel your home insurance policy at any time. To do so, you need to call our Contact Centre on **0333 44 39 850**. You may be charged a cancellation fee.

For further details of cancellation services and fees payable, please refer to your separate Post Office Arrangement and Administration Terms and Conditions document.

How much money you get back will depend on how long you've had the policy for, and whether or not you've made a claim or may need to make a claim.

## Cancelling within the first 14 days

If you cancel your policy within 14 days of the policy start date, and have not had a claim, we will only charge you for the time that you have had cover in place (plus insurance premium tax where applicable). Your pro-rata refund will be minus a cancellation fee where applicable. For details of our cancellation fees, please refer to your separate Post Office Arrangement and Administration Terms and Conditions document.

## Cancelling after the first 14 days

After the initial 14 days, as long as you've not made a claim or something has happened which could lead to a claim, we'll refund you for the time left on the policy, minus a cancellation fee (plus insurance premium tax where applicable). For details of our cancellation fees, please refer to your separate Post Office Arrangement and Administration Terms and Conditions document.

We'll work out the cost of your insurance per day, and then refund you for the days that you haven't yet used.

If you've had a claim during the cover period, or something has happened which might lead you to make a claim, then you won't receive any refund. And if you pay for your insurance on a monthly basis, we'll ask you to pay the remainder of the year's premiums.

It's important to be aware that your policy won't be cancelled if you simply stop your Direct Debit.

## Cancelling Family Legal Protection and/or Home Emergency

You can cancel your Family Legal Protection and/or Home Emergency cover within 14 days of the policy start date; we will refund the premium you have paid as long as no incidents have arisen which could result in a claim. If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

After the **14-day** period, we will not refund any of the premium you have paid, and the full annual premium for Family Legal Protection and/or Home Emergency cover will still be payable.

## Our right to cancel your policy

We have the right to cancel this policy at any time by giving you 14 days' notice in writing. We'll tell you the reason why.

**Reasons why we may decide to cancel your policy include, but won't be limited to:**

- ⊗ Changes to the information that you provided us when you purchased the policy, which are shown on your policy summary, that mean we are no longer willing to cover you.
- ⊗ We suspect fraud on this or another related insurance policy.
- ⊗ There's been a misrepresentation, which means we no longer wish to insure you.
- ⊗ We're unable to take a payment from your account.
- ⊗ You, or someone representing you, is abusive to our staff or anyone acting on our behalf.
- ⊗ You won't give us information that we ask for.

If we discover that you've deliberately withheld information from us, or have given us wrong information because you didn't take care when communicating with us, we may void your policy.

This means that we'll treat your policy as though it had never existed. We may also refuse to pay any claim and we may keep any premiums you've paid.

We reserve the right not to invite you to renew your policy.

# How to make a complaint

## (and contact Post Office, Ageas or DAS)

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

When we use the words 'we', 'our' and 'us' in this section, we are talking about Post Office Management Services Limited, Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited.

We'll try to resolve your complaint as quickly as we can. If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter.

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

### Who to contact to make a complaint

#### Sales and service

If your complaint is about the way your policy was sold or has been serviced, then please contact our Post Office Customer Services Team.

- **0333 44 39 850**
- **[www.postoffice.co.uk/contact-us-complaint](http://www.postoffice.co.uk/contact-us-complaint)**
- Post Office Insurance Services, 67 Hope Street, Glasgow G2 6AE

#### Buildings and contents claims

If you have a complaint regarding your claim, please contact our Post Office Claims Handling Team.

- **0345 165 0915**
- **[www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint)**
- Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

#### Family Legal Protection or Home Emergency

If you have a complaint regarding either the Family Legal Protection or Home Emergency cover, please contact DAS.

Please have your policy and claim number handy to quote if you call, or to include in an email or letter.

- **0344 893 0956**
- **[customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)**
- **[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)**
- Customer Relations Department, DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW



## What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response, you have the right to take your complaint onto the Financial Ombudsman Service, but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman doesn't affect your right to take your dispute to the courts.

The role of the Financial Ombudsman is to assess the handling of a policy-related complaint which you have raised with your insurer.

If you are unhappy with the service provided by an appointed representative under Section H: Family Legal Protection, the relevant complaint-handling procedure is available on request. Please see page 55 for contact details.

You can find out more about how to complain to the Ombudsman online at: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Alternatively, you can write to the Ombudsman at:  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

By phone: **0800 023 4567**

By email:  
**[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Please note that if you don't refer your complaint within six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example if it believes that the delay was as a result of exceptional circumstances.

If you choose to take a dispute to the courts, this contract is governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey, in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

In the unlikely event that Post Office, Ageas or DAS were to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit **[www.fscs.org.uk](http://www.fscs.org.uk)** or telephone **0800 678 1100** or **020 7741 4100**.

# How we look after your personal information

The details provided here are a summary of how Post Office and our underwriter Ageas collect, use, share, transfer and store your information. If you'd like to read our full privacy policy, please visit our websites or contact our Data Protection Officers:

## Post Office

- [www.postoffice.co.uk/privacy](http://www.postoffice.co.uk/privacy)
- Post Office Insurance, 100 Wood Street, London EC2V 7ER
- [data.protection@postoffice.co.uk](mailto:data.protection@postoffice.co.uk)

## Ageas

- [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy)
- Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA
- [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

Post Office and Ageas have their own uses for your personal data and this will be covered in our terms and conditions document. Please contact us if you'd like more information about how we use your personal information.

## Collecting your information

When you take out a policy with Post Office, underwritten by Ageas, we ask you to share lots of information, such as your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). We may also ask you to share special categories of personal information such as information about your health.

We also collect information from a number of different places, for example: publicly available sources such as social media and networking sites; third-party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with an appropriate insurance quotation, policy and price. We may also need it to manage your policy, such as when we deal with a claim or send your documents to you. When you apply for insurance, our decision to provide you with a quotation may involve an automated process. If you object to this being done, we won't be able to provide you with an insurance quotation.

We'll also use your information where we feel there is a good reason for doing so, for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information about previous insurance policies you may have bought; carrying out research and analysis; and recording and monitoring calls with you.

If you've given us this information about someone else, you must have their permission to do so.

## Sharing your information

We share your information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies; and other companies, for example when we're trialling their products and services which we think may improve our service to you.

Unless required to by law, we'd never share your personal information without the appropriate care and protection in place.

## Keeping your information

We'll only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full privacy policy for more information.

## Use and storage of your information overseas

Your personal information may be transferred to, stored and processed outside the European Economic Area (EEA). Where we do this we'll take all reasonable steps to ensure your personal information is adequately protected to the same level as if it had remained in the EEA.

## Your rights

You have a number of rights in relation to the information we hold about you. These include the right to: have a copy of your personal information which we hold; object to the use of your personal information; withdraw any permission you've previously provided; and complain to the Information Commissioner's Office at any time if you're not satisfied with our use of your information. A full list of your rights can be found in the full privacy policy, already stated earlier in this notice.

There may be times when we won't be able to delete your information. This might be because we need to fulfil our legal and regulatory obligations or if there is a minimum period of time for which we have to keep your information. If we're unable to fulfil a request, we'll always let you know our reasons.

## Section H: DAS Family Legal Protection

You're only covered under this section of the policy booklet if it says so on your policy summary, which was sent to you when you bought this home insurance policy.

Our Family Legal Protection cover is provided by DAS, the UK's leading specialist legal expenses insurer. So when we use the words 'we', 'us' or 'our' in this section, we're talking about DAS Legal Expenses Insurance Company Limited and not Ageas.

This section covers you as well as any member of your family who lives with you, including students who temporarily live away from the home; but anyone who makes a claim must have the permission of the person named on the policy summary. Just to be clear, when we say 'you' or 'your' in this section, we mean anyone who is making a claim.

To make sure you get the most from your Family Legal Protection, please take the time to read this section, which explains the insurance cover available to you.

## How your Family Legal Protection can help

### Details of how to make a claim

- Claims – you can report a claim 24/7.

Please phone us on **0344 893 0956**. We'll ask you about your legal issue and if necessary call you back to deal with your query.

## How we'll handle your claim

### Important information

Please do not ask for help from a lawyer, accountant or anyone else before we've agreed that you should do so. If you do, we'll not pay the costs involved even if we accept the claim.

### Report your claim

- Call us on **0344 893 0956**. Available 24 hours a day, 7 days a week.
- Have your policy number ready and we'll ask you about your claim.

### We'll assess the claim:

- To check your claim is covered by this section.
- And, if it is, we'll send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. Our claims handlers can answer any questions you may have when they receive your claim; alternatively you can visit **[www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)**

# Making sense of this section

There are a few words that have a specific meaning in the context of this section. Wherever the following words or expressions appear in this section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy booklet, the definition in this section will apply.

## Appointed representative

When we use the words 'appointed representative', we mean the preferred law firm, tax consultancy, accountant or other suitably qualified person we appoint to act on your behalf.

of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

## Costs and expenses

When we use the words 'costs and expenses', we mean all reasonable, proportionate and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.

We also mean the costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

For all other insured incidents, we mean the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## DAS Standard Terms of Appointment

When we use the words DAS Standard Terms of Appointment, we mean the terms and conditions (including the amount we'll pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

## Countries covered

For insured incidents 'consumer disputes' (but not for occupying your main home as a tenant, licensee or leaseholder or buying or selling your main home) and 'personal injury', when we use the words 'countries covered', we mean the United Kingdom

Where a law firm is acting on your behalf, the amount we'll pay is currently £100 per hour. This amount may vary from time to time.

## Date of occurrence

When we use the words 'date of occurrence', we mean:

For civil cases (other than specified below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)

For criminal cases, the date you began, or are alleged to have begun, to break the law.

Please see [page 67](#) for insured incident 'clinical negligence', the date you first became aware of signs, symptoms or investigations arising from a negligent act of surgery, clinical or medical procedure.

Please see [page 68](#) for insured incident 'tax protection', the date HM Revenue & Customs first notifies you of its intention to carry out an inquiry.

## Identity theft

When we use the words 'identity theft', we mean the theft or unauthorised use of your personal identification which results in the unlawful use of your identity.

## Preferred law firm

When we use the words 'preferred law firm', we mean a law firm, barrister or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

## Reasonable prospects

When we use the words 'reasonable prospects', we mean:

For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. A preferred law firm or tax consultancy will assess whether there are reasonable prospects on our behalf.

For criminal cases there is no requirement for there to be prospects of a successful outcome.

For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.



# What this section does and doesn't cover

## We agree to cover you as long as:

- ⊗ Reasonable prospects exist for the duration of the claim.
- ⊗ The date of occurrence of the insured incident is during the period of insurance.
- ⊗ Any legal proceedings will be dealt with in the countries listed on [page 61](#), which are covered by:
  - A court.
  - An employment tribunal or employment appeal tribunal.
  - An arbitration where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court.
  - The Equality and Human Rights Commission, Equality Commission for Northern Ireland.
  - Any other body which replaces any of the above or which we agree to.
- ⊗ The insured incident happens within the countries covered.

## What we'll pay costs and expenses for

We'll pay an appointed representative on your behalf, and costs and expenses incurred following an insured incident, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- ③ The most we'll pay in costs and expenses for any claim or series of claims that were part of the same incident is £50,000.
- ③ The most we'll pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy. The amount we'll pay a law firm (where acting on your behalf) is currently £100 per hour. This amount may vary from time to time.
- ③ In respect of an appeal or the defence of an appeal, you must tell us as soon as possible and within the statutory time limits allowed that you want to appeal.
- ③ For an enforcement of judgment to recover money and interest due to you after a successful claim under this section, a preferred law firm on our behalf must agree that reasonable prospects exist.
- ③ Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we'll pay in costs and expenses is the value of the likely award.

Before we pay the costs and expenses for appeals, a preferred law firm on our behalf must agree that reasonable prospects exist.

# What this section does and doesn't cover

## Why we sometimes don't pay claims

There are some circumstances in which this section doesn't pay out. You can see a detailed list of what is and isn't covered depending on the reason you make a claim on the following pages.

There are a few things that could stop us paying your claim, and these are listed below.

- ⊗ In the event of a claim, if you decide not to use the services of a preferred law firm or tax consultancy, you will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by us.
- ⊗ A claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.
- ⊗ Costs and expenses incurred before our expressed acceptance.
- ⊗ Fines, penalties, compensation or damages that a court or other authority orders you to pay.
- ⊗ Any legal action you take that we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.
- ⊗ Any claim relating to written or verbal remarks that damage your reputation.
- ⊗ Any claim under this section for a dispute with us. For disagreements with us about the handling of a claim, refer to the complaints section on [page 55](#).
- ⊗ Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- ⊗ Any claim where you are not represented by a law firm, barrister or tax expert.

# Your Family Legal Protection cover – insured incidents



## What is insured and what we do pay claims for

### 1. Employment disputes

#### We'll pay costs and expenses for:

A dispute with your former, current or prospective employer relating to your terms of employment or related statutory rights.

We'll consider your dispute once all employer's disciplinary hearings and internal grievance procedures have been completed.

If you need advice before this point, ring our employment law contact number, which is **0344 893 0956**.

### 2. Consumer disputes

#### We'll pay costs and expenses for:

A dispute with a party you have a direct contractual relationship with arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:

- Buying or hiring in goods or services.
- Selling goods.
- Occupying your main home as a tenant, licensee or leaseholder.
- Buying or selling your main home.

Just to be clear, the amount in dispute must be more than £100 (including VAT).



## What is not insured and what we don't pay claims for

### 1. Employment disputes

#### We don't pay costs and expenses for any claim relating to:

- Personal injury (please refer to insured incident 3. 'personal injury', on [page 67](#)).
- A settlement agreement while you are still employed.
- Any claim that is, or should be, part of a multiple claimant or group action.

### 2. Consumer disputes

#### We don't pay costs and expenses for any claim relating to:

- A dispute associated with an insurance policy, other than where your insurer refuses your claim.
- A loan, mortgage, pension or any other investment or borrowing.
- A dispute in connection with the sale, purchase, terms of a lease, licence, or tenancy of land or buildings not arising from your main home.
- A motor vehicle owned by or hired or leased to you.
- Any work(s) to all or part of your main home where the contract value exceeds £15,000 (including VAT).



### What is insured and what we do pay claims for

#### 3. Personal injury

**We'll pay costs and expenses to pursue your legal rights following a specific or sudden accident that causes:**

- Your death or bodily injury to you.
- Psychological injury or mental illness to you.

#### 4. Clinical negligence

**We'll pay costs and expenses to:**

- Pursue your legal rights following an identified negligent act of surgery or identified negligent clinical or medical procedure which causes death or bodily injury to you.



### What is not insured and what we don't pay claims for

#### 3. Personal injury

**We don't pay costs and expenses for any claim relating to:**

- Any illness or bodily injury that happens gradually.
- Clinical negligence (please refer to insured incident 4. Clinical negligence).

#### 4. Clinical negligence

**We don't pay costs and expenses for any claim relating to:**

- The failure or alleged failure to correctly diagnose your condition.
- The delay or alleged delay to diagnose your condition.
- Psychological injury or mental illness that is not associated with you having suffered physical bodily injury.



## What is insured and what we do pay claims for

### 5. Property protection

#### We'll pay costs and expenses for:

##### Property damage

This means pursuing a civil dispute relating to your main home or personal possessions you own, or are responsible for, following any event which causes physical damage to such property.

Just to be clear, the amount in dispute must be more than £100.

##### Nuisance or trespass

This means pursuing and defending a civil dispute relating to your main home or personal possessions you own, or are responsible for, following any event which causes:

- A legal nuisance.
- A trespass.

Just to be clear, you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

### 6. Tax protection

#### We'll pay costs and expenses for:

A comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return, but not inquiries limited to one or more specific areas.

You must have taken reasonable care to ensure that all returns are complete and correct, and are submitted within the statutory time limits allowed.



## What is not insured and what we don't pay claims for

### 5. Property protection

#### We don't pay costs and expenses for any claim relating to:

- A contract you have entered into (please refer to insured incident 2. Consumer disputes).
- Any building or land except your main home.
- Someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority.
- Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage.
- Mining subsidence.
- A dispute with any party other than the party who:
  - caused the physical damage; or
  - caused or suffered the legal nuisance or trespass.

### 6. Tax protection

#### We don't pay costs and expenses for any claim relating to:

- Your business activities.
- Any investigation or inquiries by, with or on behalf of HM Revenue & Customs into alleged dishonesty or alleged criminal offences.



## What is insured and what we do pay claims for

### 7. Jury service and court attendance

#### We'll pay your absence from work:

- To perform jury service.
- To attend any court or tribunal at the request of the appointed representative.
- To carry out activities specified in your identity theft action plan under insured incident 9. Identity theft.

The maximum we'll pay is your net salary or wages for the time that you are absent from work less any amount you have been paid by, or can recover from, the court, tribunal or your employer.

### 8. Employee legal defence

#### We'll pay costs and expenses to defend your legal rights if an event arising from your employment leads to:

- You being prosecuted in a court of criminal jurisdiction.
- Civil action being taken against you under:
  - discrimination legislation.
  - data protection legislation.



## What is not insured and what we don't pay claims for

### 7. Jury service and court attendance

#### We don't pay costs and expenses for:

- Any claim if you are unable to prove your loss.

### 8. Employee legal defence

#### We don't pay costs and expenses for any claim relating to:

- You driving a motor vehicle.
- Hacking (unauthorised access) or other type of cyber attack affecting stored personal data.





## What is insured and what we do pay claims for

### 9. Identity theft

Following a call to the Claims Helpline, we'll assign a personal caseworker who'll provide phone advice and a personal action plan to help regain your identity.

If you become a victim of identity theft, we'll pay the costs you incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, or other creditors or debt-collection agencies. We'll also pay the cost of replacement documents to help restore your identity and credit status.

#### Following your identity theft, we'll pay costs and expenses:

- To reinstate your identity, including costs for the signing of statutory declarations or similar documents.
- To defend your legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to identity theft.

#### We'll also pay:

- Loan-rejection fees and any reapplication administration fee for a loan when your original application has been rejected.

#### Just to be clear:

- You must notify your bank or building society as soon as possible.
- You must tell us if you have previously suffered identity theft.
- You must take all reasonable action to prevent continued unauthorised use of your identity.



## What is not insured and what we don't pay claims for

### 9. Identity theft

#### We don't pay costs and expenses for any claim relating to:

- Fraud committed by anyone entitled to make a claim under this section.
- Losses arising from your business activities.



### What is insured and what we do pay claims for

#### 10. Education admission appeals

##### We'll pay costs and expenses for:

- Your legal rights in an appeal against a refusal to admit your child to their chosen educational establishment.

Just to be clear, you must have followed the process for appealing against the refusal at the educational establishment.



### What is not insured and what we don't pay claims for

#### 10. Education admission appeals

##### We don't pay costs and expenses for any claim relating to:

- Where your child has been suspended, expelled or permanently excluded from another educational establishment.

# Family Legal Protection

## section conditions

### 1. Your representation

- (a) On receiving a claim, if representation is necessary, we'll appoint a preferred law firm or tax consultancy as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- (b) If the appointed preferred law firm or tax consultancy cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may, if you prefer, choose a law firm or tax expert of your own choice to act as the appointed representative.
- (c) If you choose a law firm as your appointed representative that is not a preferred law firm or tax consultancy, we'll give your choice of law firm the opportunity to act on the same terms as a preferred law firm or tax consultancy. However, if they refuse to act on this basis, the most we'll pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount we'll pay a law firm (where acting on your behalf) is currently £100 per hour. This amount may vary from time to time.
- (d) The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

### 2. Your responsibilities

- (a) You must co-operate fully with us and the appointed representative.
- (b) You must give the appointed representative any instructions that we ask you to.

### 3. Offers to settle a claim

- (a) You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our express consent.
- (b) If you do not accept a reasonable offer to settle a claim, we won't pay further costs and expenses.
- (c) We may decide to pay you the reasonable value of your claim instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in your name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person, and you must give us all the information and help we need to do so.

## 4. Assessing and recovering costs

- (a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.
- (b) You must take every step to recover costs, expenses and court attendance and jury service expenses that we have to pay, and you must pay us any amounts that are recovered.

## 5. Cancelling an appointed representative's appointment

If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end at once, unless we agree to appoint another appointed representative.

## 6. Withdrawing cover

- (a) If you settle or withdraw your claim without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.
- (b) If during the course of a claim reasonable prospects no longer exist, the cover we provide will end at once. We'll pay any costs and expenses we have agreed to up to the date cover was withdrawn.

## 7. Expert opinion

If there is a disagreement between you and us on the merits of the claim or proceedings, or on a legal principle, we may suggest you obtain at your own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by us and the cost expressly agreed in writing between you and us. Subject to this we'll pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

This does not affect your rights under Condition 8. Arbitration.

## 8. Arbitration

If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts (details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we'll ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.

## 9. Keeping to the section terms

**You must:**

- (a) Keep to the terms and conditions of this section.
- (b) Take reasonable steps to avoid and prevent claims.
- (c) Take reasonable steps to exhaust all other available remedies to resolve your issue.
- (d) Take reasonable steps to avoid incurring unnecessary costs.
- (e) Send everything we ask for, in writing.
- (f) Report to us full and factual details of any claim as soon as possible and give us any information we need.

## 10. Fraudulent claims

We will, at our discretion, void the section (make it invalid) from the date of claim, or alleged claim, and/or we won't pay the claim if:

- (a) A claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated.
- (b) A false declaration or statement is made in support of a claim.

## 11. Claims under this section by a third party

Apart from us, you are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

## 12. Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, we'll only pay our share of the claim even if the other insurer refuses the claim.

## 13. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Section I: DAS Home Emergency

You're only covered under this section of the policy booklet if it says so on your policy summary, which was sent to you when you bought this home insurance policy.

Our Home Emergency cover is provided by DAS. So when we use the words 'we', 'us' or 'our' in this section, we're talking about DAS Legal Expenses Insurance Company Limited and not Ageas.

Just to be clear, when we say 'you' or 'your' in this section, we mean the person shown as the policyholder and any person who lives in or is staying at your home. To make sure you get the most from your Home Emergency cover, please take the time to read this section, which explains the insurance cover available to you.

### How your Home Emergency cover can help

We agree to cover the costs of the assistance described in this section in respect of the insured events on [page 80](#), in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section provided that:

**The insured event happens during the period of insurance and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.**

If we are unable to cover your claim, we'll try (if you wish) to arrange assistance at your expense. The terms of such a service are a matter for you and the supplier.

**The insured event is sudden, unexpected and requires immediate corrective action to:**

- Prevent damage or further damage to your home.
- Make your home secure.
- Relieve unreasonable discomfort, risk to health or difficulty to an insured person.

## Call our 24-hour Claims Helpline on 0800 032 9806

### We'll ask you to confirm:

- ③ Your name and your home address including postcode.
- ③ The nature of the problem.

Our phone lines are open 24 hours a day, 365 days a year, so someone will always be here to get your claim started whenever you call us. To help us check and improve our service standards, we may record all calls.

We ask that you don't arrange for a contractor yourself, because we won't pay for this or for any work that we haven't agreed to in advance.

## How we'll handle your claim

Once you've checked that your emergency is an insured event, it's important that you tell us about it as soon as you can. If we accept your claim, we'll arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. We'll either:

- ③ Carry out a temporary repair (or a permanent repair if this is no more expensive).
- ③ Take other action, such as isolating a leaking component or gaining access to your home.

At all times we'll decide the best way of providing help.

### Please note:

- ③ You should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to you or substantial damage to your home.
- ③ If you think there is a gas leak, you should contact the National Gas Emergency Service on **0800 111 999**.
- ③ If there is an emergency relating to a service such as the mains water or electricity supply, you should contact your supplier.

We'll always try to get to you as soon as possible, but sometimes it may take us longer than we would like because the weather is bad, you are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put our contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, we'll wait until the conditions have improved before sending someone out.

Also, please make sure there is someone aged 18 or over at home when our contractor arrives.



# Making sense of this section

There are a few words that have a specific meaning in the context of this section. Wherever the following words or expressions appear in this section, they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy booklet, the definition in this section will apply.

## Emergency assistance limit

When we use the words 'emergency assistance limit', we mean the amount shown in your policy summary to cover the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of hotel accommodation.

## Home

When we use the word 'home', we mean your main private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. Your home must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

## Hotel accommodation

When we use the words 'hotel accommodation', we mean the room-only cost of one night's accommodation for you if your home remains uninhabitable following an insured event. The most we will pay for hotel accommodation is £300 (including VAT).

## Main heating system

When we use the words 'main heating system', we mean the main hot-water or central-heating system in your home. This includes pipes that connect components of the system.

## Plumbing and drainage

When we use the words 'plumbing and drainage', we mean the cold-water supply and drainage system in the boundary of your home and for which you are legally responsible.

## Vermin

When we use the word 'vermin', we mean:

- ⤵ Wasps' and/or hornets' nests.
- ⤵ Rats.
- ⤵ Mice.
- ⤵ Grey squirrels.

# What this section does and doesn't cover

## Why we sometimes don't pay claims

In addition to the reasons for not paying claims starting on [page 15](#), there are some circumstances in which your Home Emergency cover won't pay out.

In the tables that start on [page 80](#) of Section I: DAS Home Emergency, you'll see a detailed list of what is and isn't covered depending on the reason you make a claim.

But there are a few things that could stop us paying your claim regardless of the circumstances. We've laid these out below:

- ⊗ An incident at a property that you rent or let or that you own that is not your main residence.
- ⊗ An incident that happens when your home has been left unoccupied for 30 or more consecutive days.
- ⊗ Costs incurred by an insured person before we have accepted a claim.
- ⊗ Normal day-to-day home maintenance that an insured person should carry out or pay for, such as servicing of heating and hot-water systems.
- ⊗ An incident that would require us to undertake repairs or any other remedial action to:
  - (a) Shared or communal areas of a property.
  - (b) Any shared fixtures and fittings, facilities or services outside the legal boundary of your home.
- ⊗ Costs incurred where our contractor has attended at an agreed time but nobody aged 18 or over was at your home.
- ⊗ The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.
- ⊗ Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

- ⊗ An incident which happens because an insured person failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.
- ⊗ Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.
- ⊗ An incident that cannot be resolved safely by our contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
- ⊗ An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.
- ⊗ Damage caused by gaining access to carry out repairs.
- ⊗ An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an insured person's failure to buy or provide enough gas, electricity or other fuel.
- ⊗ The failure, or other issues with the working of, connected home devices, e.g. cannot turn heating or lighting on because of a network outage.
- ⊗ An incident arising from the malfunction or blockage of septic tanks, cesspits or fuel tanks.
- ⊗ An incident arising from subsidence, landslip or ground heave.
- ⊗ An incident caused by, contributed to by or arising from hacking (unauthorised access) or other type of cyber attack.

# Your Home Emergency cover – insured incidents



## What is insured and what we do pay claims for

Please refer to 'How your Home Emergency cover can help' on page 75. We'll pay claims for emergency assistance following:

### 1. Roof damage

Any damage to the roof of your home where internal damage has been caused or is likely.

### 2. Plumbing and drainage

Damage to, or blockage, breakage or leaking of, the drains or plumbing system that you are responsible for in your home.

### 3. Heating failure

The failure of the main heating system in your home.

### 4. Power supply failure

The failure of the domestic electricity or gas supply in the boundaries of your home.



## What is not insured and what we don't pay claims for

We don't pay claims arising from:

### 1. Roof damage

### 2. Plumbing and drainage

Pipes for which your water supply or sewerage company are responsible, and rainwater drains and soakaways.

### 3. Heating failure

Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot-water systems, or any form of solar heating or warm-air system.

### 4. Power supply failure

The failure of the mains supply.



## What is insured and what we do pay claims for

Please refer to 'How your Home Emergency cover can help' on [page 75](#). We'll pay claims for emergency assistance following:

### 5. Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet or toilets in your home.

### 6. Home security

The failure of, or damage to, external doors, windows or locks resulting in your home becoming insecure.

### 7. Keys

The only available set of keys to your home being lost, stolen or damaged and you can't replace them, or can't gain normal access to your home.

### 8. Vermin

An infestation by vermin in your home which prevents the use of the loft or one or more rooms in your home.



## What is not insured and what we don't pay claims for

We don't pay claims arising from:

### 5. Toilet unit

If you have another toilet in your home that is working.

### 6. Home security

### 7. Keys

### 8. Vermin

An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

# Home Emergency section conditions

## 1. Maintenance

You must maintain your home in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of your home.

## 2. Keeping to the section terms

You must try to prevent anything happening that may cause a claim and take steps to keep any amount we have to pay as low as possible.

## 3. Replacement parts

We'll attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

## 4. Circumstances beyond our control

We'll make every effort to provide the service at all times, but we won't be responsible for any liability arising from our inability to provide assistance as a result of circumstances beyond our control.

## 5. Fraudulent claims

We will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or we'll not pay the claim if:

- (a) A claim an insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated.
- (b) A false declaration or statement is made in support of a claim.

## 6. Losses not directly covered by this section

We won't pay for losses that are not directly covered by this section, e.g. time taken off work or replacement carpet damaged by a leak.

## 7. Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this policy did not exist, we'll only pay our share of the claim even if the other insurer refuses the claim.

## 8. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# DAS data protection

To comply with data protection regulations we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use your information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We'll only obtain your personal information either directly from you or the third party dealing with your claim, or from the authorised partner who sold you the policy.

## Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How we'll use your information

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS

UK Group, so they may contact you for your feedback. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give you legal advice on non-European Union law. Dependent of the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We'll take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We won't disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to or telephoning DAS. A copy is also accessible and can be downloaded via our website.



## What is our legal basis for processing your information?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

## How long will your information be held for?

We'll retain your personal data for seven years. We'll only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. If you no longer want us to use your personal data, please contact us at **[dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)**

## What are your rights?

You have the following rights in relation to the handling of your personal data:

- The right to access personal data held about you.
- The right to have inaccuracies corrected for personal data held about you.
- The right to have personal data held about you erased.
- The right to object to direct marketing being conducted based upon personal data held about you.
- The right to restrict the processing of personal data held about you, including automated decision-making.

- The right to data portability for personal data held about you.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

- Data Protection Officer, DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW
- Or via email: **[dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)**

## How to make a complaint

If you are unhappy with the way in which your personal data has been processed, you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

- Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
- **[www.ico.org.uk](http://www.ico.org.uk)**

# Contact us

As part of your home insurance policy we offer a number of useful telephone helplines.  
To help us improve our service standards, we may record both inbound and outbound calls.



To **get a quote** call:

**0333 44 39 848**

Our opening hours can be found on our website: [postoffice.co.uk/help-support/home-insurance#contact-us](https://postoffice.co.uk/help-support/home-insurance#contact-us)



To **speak to our Customer Service team** call:

**0333 44 39 850**

Our opening hours can be found on our website: [postoffice.co.uk/help-support/home-insurance#contact-us](https://postoffice.co.uk/help-support/home-insurance#contact-us)



To **renew your policy** call:

**0333 44 39 849**

Our opening hours can be found on our website: [postoffice.co.uk/help-support/home-insurance#contact-us](https://postoffice.co.uk/help-support/home-insurance#contact-us)



To **make a buildings and/or contents claim** call:

**0345 165 0915**

Available 24/7  
365 days a year



To **speak to DAS regarding your Family Legal Protection**, call:

**0344 893 0956**

Available 24/7  
365 days a year



To **speak to DAS regarding Home Emergency claims** call:

**0800 032 9806**

Available 24/7  
365 days a year

## Call charges:

Calls to 0800 numbers are free. Calls to 03 numbers will cost no more than calling a standard geographic number starting with 01 or 02 from your fixed line or mobile, and may be included in your call package dependent on your service provider. Calls may be monitored or recorded for training and compliance purposes.



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